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City of Grand Junction Persigo Waste Water Plant 2145 River Rd. GRAND JUNCTION, CO 81505 City of Grand Junction
Persigo Waste Water Plant
2145 River Rd.

GRAND JUNCTION, CO 81505

DATE 03/04/2025

Purchase Order No. 2025-00000113

Ph. (970) 244-1513

Fax

VENDOR NO. 9146
Carollo Engineers Inc.
ACH
2795 Mitchell Drive

Walnut Creek, CA 94598-1601

PAGE 1 of 1 SHIP VIA DELIVER BY FREIGHT TERMS

Payment Terms: Net 30 Days Buyer Name: Kathleen Franklin Buyer Email: kathleenf@gjcity.org

Contract 5620-25-DH

Contract	0020-20-							
QUANTITY	UNIT	DESCRIPTION PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, CONSULTANTS - Wastewater 10-year CIP Update 902-615-620-380.7410 - Contract Svcs 55,530.00	UNIT COST 55,530.0000	\$55,530.00				
PURCHASE ORDER TOTAL								

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE Tax Exempt No. 98-03544

By:	1 tran

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. <u>203885</u>						
This AGREEMENT made and entered into this <u>21</u> day of <u>January</u> , <u>2025</u> by and between <u>City of Grand Junction</u> , (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").						
WITNESSETH:						
WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for he furnishing of Engineering Services in connection with						
Persigo Wastewater Treatment Plant and Collection System 10-year Capital Improvement Plan Update Project						
(Owner and Project Description)						

(hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

- 1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.
- 1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

SECTION 2 - PAYMENT TO ENGINEER

- 2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.
- 2.2 The ENGINEER is not responsible for damage or delay in performance caused by

- events beyond the reasonable control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the OWNER or delays occur beyond the reasonable control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.
- 2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the Agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

- 2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.
- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.
- 2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

Kurt Carson

2145 River Road

Grand Junction, CO 81505

TO ENGINEER:

Leanne Hyatt

11030 Circle Point Road, Suite 400

Westminster, CO 80020

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc. P.O. Box 30835 Salt Lake City, UT 84130-0835

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and reasonably rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.
- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement, shall become the property of the OWNER, are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER

- shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- 3.4 The ENGINEER maintains, at its own expense, Workers' Compensation and Employer's Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the OWNER or any third party and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.
- 4.2 The ENGINEER agrees to indemnify, hold harmless and defend the OWNER, their principals, partners, officers, agents, and employees from and against all claims, loss, damage, attorney's fees, charge or expense to which they or any of them may be put or subjected to, to the extent caused by any negligent act or omission of the ENGINEER, or anyone directly or indirectly employed by the ENGINEER. In the event the subject action alleges negligence on the part of the ENGINEER

- and/or the OWNER, or any third parties not under contract with ENGINEER, ENGINEER's obligations regarding the OWNER's defense under this paragraph include only the reimbursement of the OWNER's reasonable defense costs incurred to the extent of ENGINEER's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.
- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of ENGINEER's services.
- 4.4 In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way OWNER's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates.
- 4.5 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity

not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:
 - a. not less than five (5) working days' written notice of intent to terminate, and
 - b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

6.1 Disputes arising during the course of this Agreement shall be promptly addressed at completion of construction when professional services can be reasonably and fully assessed. The parties shall use best efforts to reach final resolution of disputes through meetings and negotiations required to resolve the dispute before any other forms of dispute resolution.

SECTION 7 - ENTIRE AGREEMENT

7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

SECTION 8 - GOVERNING LAW

8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CAROLLO ENGINEERS, INC.

By: Learne Hyatt, Client Services Manager

Associate Vice President

OWNER

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By: Docusigned by:

David Pier

F49306141E39462.

Vice President

TASK ORDER NO. 1
City of Grand Junction
OWNER
AND
CAROLLO ENGINEERS, INC.
This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the
Persigo Wastewater Treatment Plant and Collection System 10-year Capital Improvement Plan Update Project
(Project)
<u>PURPOSE</u>
The purpose of this Task Order is to:
Provide engineering services to support the City of Grand Junction's 10- year Capital Improvement Plan Update Project as outlined in the complete scope of services (Tasks 1 and 2) documented in the attached scope of services (Attachment A)
ENGINEER'S SERVICES
See attached scope of services (Attachment A).
TIME OF PERFORMANCE
Scope of services described in Attachment A will be completed by May 2025.
PAYMENT
Consultant will perform the attached scope of services on a time and materials basis for a not to exceed amount of \$55,530. The cost will be billed per the fees indicated on the work breakdown structure included with Attachment A.
The consultant shall bill the City monthly indicating the services performed and the costs of such services according to the attached work breakdown schedule.
EFFECTIVE DATE
This Task Order No. <u>1</u> is effective as of the <u>21</u> day of <u>January</u> , <u>2025</u> .
IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. <u>1</u> evidencing its issuance by OWNER and acceptance by ENGINEER.

Vice President

CAROLLO ENGINEERS, INC.	OWNER
Accepted this <u>3</u> day of <u>March</u> , <u>2025</u>	
By: Learne Hyatt, Client Services Manager D59F88223C8143D. Associate Vice President	Bylissocial translet of festild subprobability of Grand Services o
By: Docusigned by: David Pier	

Attachment A



390 Interlocken Crescent, Suite 800 Broomfield, Colorado 80021 P 303-635-1220

carollo.com

January 21, 2025

Kurt Carson City of Grand Junction 2145 River Road Grand Junction, CO 81505

Subject: Attachment A: Persigo Wastewater Treatment Plant and Collection System 10-year CIP Update

Project Scope of Services

Dear Kurt:

Please find below the scope of services for the Persigo Wastewater Treatment Plant and Collection System 10-year CIP Update Project.

Scope of Services

Carollo Engineers completed a Master Plan for the Persigo Wastewater Treatment Plant (WWTP) and Collection System in 2020 (2020 Master Plan). The City of Grand Junction (City) has requested a scope of services to update the timing and costs for the 10-year capital improvement plan (CIP) that was developed as part of the 2020 Master Plan Project. The approach for this effort is summarized as follows:

- Incorporate updated project information / understanding and completed projects based on the City's internal efforts.
- Update scope of each proposed project based on current understanding of system needs and priorities.
- Update cost estimates for proposed projects.
- Update the 10-year CIP from project priority, timing, and cost perspective.

The main Carollo team members identified for this project and shown on the attached fee estimate are as follows:

- Senior Professional David Pier / Jason Rozgony
- Project Manager Leanne Hyatt
- Project Professional III Bryan Coday / Bart Giles
- Project Professional II Ryan Rossell
- Assistant Professional III Jackie Kingdom

The following tasks provide the Scope of Services for this Project.

Task 1 – Project Management

This task series includes project management.

Task 1.1 – Project Management and Coordination

 The Engineer shall have once monthly meetings (1 hour long, video calls) with the City Project manager and other City staff. Engineer is responsible for organizing these meetings including preparing agenda, meeting materials, and meeting minutes. Kurt Carson City of Grand Junction January 21, 2025

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- The Engineer shall submit monthly invoices detailing costs incurred in conjunction with the project. Each
 invoice shall cover a period of one calendar month and shall be submitted to the City within six weeks after
 the end of each billing cycle.
- The Engineer shall track project scope, schedule, and budget and will provide a monthly progress report, with the invoice, which will provide descriptions of work progress during the period for each task and a budget summary for each task item.

Task 2 – Project Summary, Prioritization, and 10-Year CIP Development

Task 2.1 – Existing project information meeting and information request

- Engineer will submit a request for information to City staff to initiate the 10-year CIP update process. Information to be requested will include: recent, local construction costs for collection system projects and Persigo Wastewater Treatment Plant projects in construction or bidding within the last two years to establish/validate local price metrics.
- Facilitate one, virtual 2-hour workshop for information exchange with City staff to review the status of recommended projects in the Master Plan, new projects identified since the Master Plan, and updated information on the City's preferences and prioritization.
- Requested information to be reviewed during the workshop is anticipated to include:
 - » Completed projects from the 2020 Master Plan 10-year CIP.
 - » Summary of sewer capacity projects included in current CIP identified for deferral based on the City's internal flow analysis and survey investigations.
 - » Summary of lift station rehabilitation and replacement projects identified by City staff for inclusion in the updated 10-year CIP.
 - » Summary of additional projects identified by City staff for the Persigo Wastewater Treatment Plant that were not identified in the 2020 Master Plan.

Task 2.2 – Project summary and workshop

- Engineer will compile a proposed project list with brief project summaries and assumptions for City review and comment based on the projects that have not been completed in the current 10-year CIP, projects identified in the original Master Plan in the 2026 2036 planning horizon, projects identified by the City as part of the information request, and projects shifted to a longer term planning horizon.
- As part of the initial project summaries, Engineer will incorporate the understanding that the WWTP Phase 1
 Expansion Project treatment capacity was increased to 15 million gallons per day (mgd) into future planning /
 projects as this is a revised approach as compared to the 2020 Master Plan assumptions.
- Facilitate one, hybrid (in-person and virtual) 2-hour workshop with Carollo's project manager and project engineer attending in person. The focus of this workshop will be for City staff to discuss the proposed project summaries, identify missing projects from the list, understand current facility and collection system staff priorities and level of urgency for project prioritization for the 10-year CIP.
- City will provide comments on the Microsoft word document of the preliminary project summaries using track changes to document any modifications to the assumed scope of each project prior to cost estimating task.

Kurt Carson City of Grand Junction January 21, 2025

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Task 2.3 – Project cost estimates

- Provide an AACE Class 5 or equivalent opinion of probable construction cost (OPCC) for each of the proposed projects identified for the 10-year planning horizon. A maximum of 25 projects are assumed to be included based on the current 10-year CIP list of 22 identified projects.
- Assumptions for cost estimating will follow the approach used in the 2020 Master Plan. Anticipated costs will be provided as well as an AACE Class 5 cost range for the estimates of -50% to +80%.

Task 2.4 – 10-Year CIP, Project Memorandum, and Workshop

- Projects identified in Task 2.2 will be prioritized using input from the City and specific triggers (i.e. permit renewal, capacity, operational reliability and redundancy, asset renewal). A schedule of implementation will be developed. Planning level cost estimates established in Task 2.3 will be summarized by project. A summary of the recommended projects, cost estimates, phasing, and schedule will be summarized in a Project Memorandum to accompany the excel based 10-year CIP file and presented to the City for comment during a 2 hour virtual CIP Development Workshop.
- The draft 10-year CIP and accompanying project memorandum will be revised based on the City's comments and finalized for electronic delivery (PDF and Excel format) to the City.

Project Assumptions

- 4-month project duration (4 invoices).
- City will provide recent, local construction costs for collection system projects and Persigo Wastewater Treatment Plant in construction or bidding within the last two years to establish local price metrics.
- Carollo will review and update the project scope for projects from the 2020 Master Plan with the City as part of the initial project summary task.
- City shall furnish Carollo available studies, models, reports or other data pertinent to Carollo's services; obtain or authorize Carollo to obtain or provide additional reports and data as required; furnish to Carollo services of others required for the performance of Carollo's services hereunder, and Carollo shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Carollo's services hereunder.
- Carollo has no control over the cost of labor, materials, equipment or services furnished by others, over available water quality and/or quantity, or over the way the subject facilities are operated and/or maintained. Carollo cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Carollo and Carollo will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between Carollo's data projections and estimates and actual costs and/or quantities realized by Owner and/or any third party in the future.
- Carollo will perform the services required hereunder in accordance with the prevailing standard of care by
 exercising the skill and ability ordinarily required of engineers performing the same or similar services, under
 the same or similar circumstances, in the State of Colorado.

Deliverables

Workshop materials and meeting minutes; PDF format.

Kurt Carson City of Grand Junction January 21, 2025

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- Monthly progress reports which include invoices and progress reports with completion status for each task item.
- Draft project summary document in Microsoft Word format for City review and comment.
- Project Memorandum with Cost Estimates for the 10-Year CIP Update, Draft and Final (PDF and Excel format)

Time of Performance

Engineer shall complete all services identified in this scope of services by April 30, 2025 in accordance with the schedule outlined below:

Meeting / Deliverable	Date
Notice to Proceed	March 2025
Project Evaluation Workshop	March 2025
Draft 10-year CIP Workshop	March 2025
Final 10-Year CIP and Project Memorandum	April 2025

Exact dates will be identified and coordinated with the City following the Notice to Proceed.

PAYMENT

Engineer will perform the Scope of Services described for a not-to-exceed amount of \$55,530. The cost associated with each Task is summarized below and detailed in the attached work breakdown schedule.

Task	Budget Hours	Budget Amount
Task 1 – Project Management and Coordination	20	\$4,800
Task 2 – Project Summary, Prioritization, and 10-Year CIP Development	232	\$50,730
Total	250	\$55,530

Sincerely,

CAROLLO ENGINEERS, INC.

Leanne Hyatt, PE

Client Services Manager

attachments: Fee Proposal

Persigo Wastewater Treatment Plant and Collection System 10-year CIP Update Project Fee Proposal		Senior Professional	Project Manager	Project Professional III	Project Professional II	Asst. Professional III	Document Processing/ Clerical	Carollo Hours	Carollo Labor Cost	Project Equip. Comm. Expenses	ODCs/ Travel Expenses	Total Cost
Task	Description	\$285/hr	\$240/hr	\$230/hr	\$205/hr	\$175/hr	\$125/hr			\$15/hour		
Tack 1	Project Management	\$570	\$2,880	\$0	\$0	\$1,050	\$0		\$4,500	\$300	\$0	\$4,800
Idaki	Froject Management	2	12			6	0	20				
1.1	Project management and coordination	2	12			6		20	\$4,500	\$300		\$4,800
Task 2	Project Summary, Prioritization, and 10-Year CIP	\$3,990	\$7,680	\$8,740	\$5,740	\$18,900	\$1,500		\$46,550	\$3,480	\$700	\$50,730
I dSK Z	Development	14	32	38	28	108	12	232				
2.1	Existing project information meeting and information request		4		4	12		20	\$3,880	\$300		\$4,180
2.2	Project summary and workshop	2	10	4		22		38	\$7,740	\$570	\$700	\$9,010
2.3	Project cost estimates	6	8	22	16	24		76	\$16,170	\$1,140		\$17,310
2.4	10-year CIP, project memorandum, and workshop	6	10	12	8	50	12	98	\$18,760	\$1,470		\$20,230
	Total Project Cost	\$4,560	\$10,560	\$8,740	\$5,740	\$19,950	\$1,500		\$51,050	\$3,780	\$700	\$55,530
	Total Project Hours	16	44	38	28	114	12	252				